



SBC Wisconsin
722 N. Broadway
Floor 13
Milwaukee, WI 53202

October 3, 2005

Ms. Christy Zehner
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of a TRRO LT Rate Increase Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin¹, and ACN Communications Services, Inc.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and ACN Communications Services, Inc. hereby request approval, pursuant to 47 U.S.C. 252, of this TRRO LT Rate Increase Amendment to the Interconnection Agreement between ACN Communications Services, Inc. and Wisconsin Bell, Inc., d/b/a SBC Wisconsin.

I have been authorized by ACN Communications Services, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

ACN Communications Services, Inc.
Dave Stevanovski
Chief Operating Officer
32991 Hamilton Court
Farmington Hills, MI 48334
Tel: 248-699-3404
Fax: 248-699-3304

Very Truly Yours,

Joan Schoenberger

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

**POST-TRO REMAND (LOOP-TRANSPORT RATE INCREASE AND EMBEDDED BASE
TRANSITION)
AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN
AND
ACN COMMUNICATIONS SERVICES, INC. (“CLEC”)**

This is a Post-TRO Remand (Loop-Transport Rate Increase and Embedded Base Transition) Amendment (the “Amendment”) to the Interconnection Agreement by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC Wisconsin”) and CLEC (collectively referred to as “the Parties”) (“Agreement”) previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”).

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,¹ on February 4, 2005 (“TRO Remand Order”), holding that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to requesting telecommunications carriers (CLECs);

NOW, THEREFORE, the Parties wish to amend the Agreement, pursuant to Section 252(a)(1) of the Act and the terms of their Agreement, to be consistent with at least the high capacity loop and dedicated transport findings by the FCC in its TRO Remand Order, and in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

Dark Fiber Loops;

DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable;

DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the “Affected Element(s).”

Accordingly, pursuant to Rules 51.319(a) and (e), although SBC Wisconsin shall continue to provide CLEC’s embedded base of the Affected Element(s) (i.e., only Affected Elements ordered by CLEC before March 11, 2005), if and as provided by the Agreement, the price for the embedded base Affected Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 *plus* 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus* 15%. CLEC shall be fully liable to SBC Wisconsin to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

2. CLEC will complete the transition of embedded base Affected Elements to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (12 or 18 months from the TRO Remand Order’s effective date, as applicable). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such

¹ Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

Dark Fiber Affected Elements and return the facilities to SBC Wisconsin by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

3. Paragraphs 1 and 2, above, apply and are operative regardless of whether CLEC is requesting the Affected Element(s) under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.
4. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA I*") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); the FCC's 2003 Triennial Review Order and 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following the date upon which such state commission approves this amendment under Section 252(e) of the Act or, absent such state commission approval, the date this amendment is deemed approved by operation of law.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2005, by the Parties, signing by and through their duly authorized representatives

ACN Communications Services, Inc.

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 30th day of September, 2005, by the Parties, signing by and through their duly authorized representatives

ACN Communications Services, Inc.

By: Dave Stevanovski
Name: DAVE STEVANOVSKI
(Print or Type)
Title: PRESIDENT
(Print or Type)
Date: 9/27/05

Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc., its authorized agent

By: Mike Auinbauh
Name: Mike Auinbauh
(Print or Type)
Title: AVP-Local Interconnection Marketing
Date: 9-30-05

FACILITIES-BASED OCN # _____

ACNA _____